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PART IV

Advertisements and Notices by Private Individuals and Private Bodies

INDUSTRIAL FINANCE CORPORATION OF INDIA

NOTIFICATIONS

New Delhi, the 26th May 1959

No. 5/59—Shri Dalip Singh, Secretary, has been granted ordinary leave for 31 days with effect from Friday, the 1st May 1959 to the 31st May 1959 (both days inclusive).

No. 6/59—Shri Dalip Singh, Secretary, resigned his appointment in the Corporation with effect from the 11th May 1959 (afternoon).

2. The unexpired portion of the ordinary leave granted to him vide Notification No. 5/59 dated the 26th May 1959 from the 12th May 1959 to the 31st May 1959 is hereby cancelled.

H. V. VENKATASUBBIAH
General Manager

NOTICE

New Delhi, the 29th May 1959

No. 7/59—Notice is hereby given that the ELEVENTH ANNUAL GENERAL MEETING of the Shareholders of the INDUSTRIAL FINANCE CORPORATION OF INDIA will be held on Saturday, the 26th September 1959, at 4 P.M. (Standard Time) in the Head Office of the Corporation, Reserve Bank Building (2nd Floor), 6 Parliament Street, New Delhi, to transact the following business:

1. The Balance Sheet of the Corporation and the Profit and Loss Account for the year ending the 30th June 1959, together with a report by the Board on the working of the Corporation throughout the year and the auditors' report on the said Balance Sheet and accounts shall be read and considered.
2. To elect one Director each in the place of (1) Shri M. Ct. Muthiah; (2) Shri C. C. Desai; and (3) Shri V. P. Varde, being directors elected to represent the shareholders referred to in clauses (c), (d) and (e) of Section 10(1) of the Industrial Finance Corporation Act, 1948, respectively, who retire but are eligible for re-election as provided by Section 11 of the Act.
3. To elect under Section 34 of the Industrial Finance Corporation Act, 1948, one Auditor duly qualified to act as Auditor of Companies under Section 226 of the Companies Act, 1956 (1 of 1956), by the parties mentioned in Sub-Section (3) of Section 4 of the Industrial Finance Corporation Act, namely scheduled banks, insurance companies, investment trusts and other like financial institutions and co-operative banks in place of Messrs. S. B. Billimoria and Company, Bombay, who retire but are eligible for re-election.

H. V. VENKATASUBBIAH
General Manager

AIR-INDIA INTERNATIONAL

Regulations under Clause (g) of sub-section (2) of Section 45 of the Air Corporations Act, 1953

NOTIFICATIONS

In exercise of the powers conferred by Section 45 of the Air Corporations Act, 1953 (27 of 1953), Air-India International, with the previous approval of the Central

Government, hereby makes the following regulations under clause (g) of sub-section (2) of that Section, namely:—

1. These regulations may be called the Air-India International (Conditions of Carriage of Passengers and Goods) Regulations, 1959, and shall come into effect from the date of notification.

CHAPTER I

2. Carriage of passengers, baggage and cargo, when such carriage is "international carriage" as defined in the Indian Carriage by Air Act, 1934, will be governed by the conditions of contract and other regulations specified from time to time in the resolutions of the International Air Transport Association and not disapproved by the Central Government.

CHAPTER II

3. The regulations contained in this Chapter shall apply to carriage of passengers and their baggage only where such carriage is not "international carriage" as defined in the Indian Carriage by Air Act, 1934.

4. As used in this Chapter, "ticket" means "Passenger Ticket and Baggage Check", "Carriage" means "transportation", and "Carrier" means Air-India International and includes all air carriers that carry or undertake to carry the passenger or his baggage under the ticket or perform any other service incidental to such carriage.

5. The ticket is strictly personal for the use of the person named thereon as passenger and cannot be transferred.

6. Carriage under the ticket is subject to Government regulations, demands, orders and requirements, provisions set forth herein as also the applicable rules, regulations and tariffs of the Carrier.

7. If and to the extent that it is not in conflict with the law to be applied, the Carrier shall be under no liability whatsoever to the passenger, his heirs, legal representatives, or dependants, or their respective assignees, for death, injury or delay to the passenger or loss, damage, detention or delay to his baggage or personal property arising out of the carriage or any other services or operations of the Carrier whether or not caused or occasioned by the act, neglect, negligence or default of the Carrier, or of pilots, flying, operational or other staff of or employees or agents of the Carrier or otherwise howsoever and the Carrier shall be held indemnified against all claims, suits, actions, proceedings, damages, costs, charges and expenses in respect thereof, or arising out of or in connection with such carriage or other services or operations of the Carrier (and in the case of a minor passenger, the passenger accompanying such minor shall be liable to hold the Carrier so indemnified). The above exemptions from liability and indemnities in favour of the Carrier extend to the carriage by surface transport of the passenger, his baggage and personal property to or from the Airport at places of embarkation, destination or intermediate stopping places, the custody, loading or unloading of such baggage, and personal property into and from aircraft or surface transport and to all other services and operations of the Carrier whatsoever.

8. When officially validated, the ticket is good for carriage on the date and for the specified scheduled service. In case of purchase of open date ticket i.e. where both

date and time of scheduled service are not specified, the ticket is valid and may be utilised by the passenger (subject to reservation of accommodation being arranged) for any flight from the Airport at the place of departure to the Airport at the place of destination within three months from the date of issue, and if not so utilised the passenger shall not be entitled to refund of the fare paid.

9. The passenger shall be liable to pay in accordance with the tariffs and applicable rules and regulations of the Carrier for all baggage and personal property in excess of the free allowance permitted by such tariffs.

10. The scheduled time of departure of the service as noted elsewhere on the ticket and times of departure and arrival shown in time tables of the Carrier (copies of which time tables are available for inspection at any of the offices of the Carrier and at airports from which it operates regular services) or elsewhere furnish only indications of approximate times and form no part of the contract of carriage; and no such times are guaranteed. Schedules are subject to change without notice. The Carrier reserves the right without notice to substitute alternate carriers or aircraft (if specified) or to cancel or terminate, postpone or delay any flight or service or the further right of passage or reservation of traffic accommodations in whole or in part, and to decide if for any reason the times of departure or arrival should be modified and if any departure or landing should be made at any particular time or place, without thereby incurring any liability to the passenger or to any other person on any ground whatsoever. No responsibility for making connections is accepted. If there is any question of an aircraft being overloaded, the person authorised by the Carrier to supervise loading shall decide which persons or articles shall be carried. Nothing in this clause shall preclude the Carrier from refusing to carry any article as baggage. The agreed stopping places if not set out on the face of the ticket are shown as scheduled stopping places in the time tables of the Carrier, but the Carrier reserves the right to alter the stopping places in case of necessity.

11. The passenger must arrive at the Airport (or elsewhere if so required by the Carrier) by the time fixed by the Carrier or noted on the face of the ticket as the time at which he must report at the Carrier's Aerodrome office; and if no such time is fixed or noted, sufficiently in advance of the scheduled time of departure, to permit the completion of Governmental and other formalities and the checking of baggage or personal property. Failure to attend in accordance with this condition will entail loss of reservation of seat in the said aircraft and will not entitle the passenger to claim refund of the fare paid for this ticket.

12. For the purposes of the exemptions from liability provisions set forth herein or contained herein the term "Carrier" as used herein shall be deemed to include the agents, employees and representatives of the Carrier.

13. No employee or agent of the Carrier has authority to alter, modify or waive in any manner any provision contained herein.

CHAPTER III

14. The regulations contained in this Chapter shall apply to carriage of goods only where such carriage is not "international carriage" as defined in the Indian Carriage by Air Act, 1934.

15. As used herein, "air waybill" means "air consignment note", "shipper" means "consignor", "carriage" means "transportation" and "Carrier" means Air India International and includes all carriers that carry or undertake to carry the goods under the air waybill or perform any other service incidental to such carriage. For the purposes of the exemptions from liability provisions set forth herein or contained herein, the term "Carrier" as used herein shall be deemed to include the agents, employees and representatives of the Carrier.

16. Carriage under the air waybill or other services and operations performed by the Carrier is subject to:—

- (i) applicable laws;
- (ii) Government regulations, demands, orders and requirements;
- (iii) terms and conditions herein set forth;
- (iv) conditions of carriage, tariffs, rules, regulations and time tables (but not the times of departure and arrival stated therein) of the Carrier which are hereby made a part hereof (copies of which

are available for inspection at any of the offices of the Carrier and at airports from which it operates regular services).

17. The agreed stopping places which may be altered by the Carrier in case of necessity are those places other than the airports of departure and destination set forth on the face of the air waybill and/or shown in the time tables of the Carrier as scheduled stopping places for the particular routing.

18. The Carrier declares that it is not a common carrier and does not accept the obligation or liability of a common carrier; nor is there implied in the contract of carriage any guarantee concerning an aircraft engaged for the carriage or concerning its fitness for the carriage of the goods to which the contract relates.

19. If and to the extent that it is not in conflict with the law to be applied:—

(a) The Carrier shall be under no liability whatsoever to the Consignor or the Consignee or the owner of the goods or their respective heirs, legal representatives or dependants or their respective assignees, for loss, damage, detention or delay to the goods arising out of the carriage or any other services or operations of the Carrier whether or not caused or occasioned by the act, neglect, negligence or default of the Carrier or of pilots, flying, operational or other staff or employees or agents of the Carrier or otherwise howsoever and the Carrier shall be held indemnified against all claims, suits, actions, proceedings, damages, costs, charges and expenses in respect thereof or arising out of or in connection with such carriage or other services or operations of the Carrier. The above exemptions from liability and indemnities in favour of the Carrier extend to the carriage by surface transport of the goods to or from the airport at place of embarkation, destination or intermediate stopping places, the custody, loading or unloading of such goods into and from aircraft or surface transport and to all other services and operations of the Carrier whatsoever.

(b) In the event of loss or damage to precious freight from any cause whatsoever, the Consignor, the Consignee or the owner of the goods shall not be entitled to more than the amount, if any, recoverable under the terms of the insurance referred to on the face of the air waybill, subject to the terms and conditions thereof in full satisfaction of all his claims, including claims (if any) against the Carrier in respect of such loss or damage and neither the insurer nor any other person whether by subrogation to the Consignor or Consignee or otherwise shall be entitled to proceed against the Carrier for recovery of any compensation or damages or otherwise whatsoever in respect of such loss or damage notwithstanding that any such loss or damage may have been caused or occasioned by the act, neglect, negligence or default of the Carrier or of pilots, flying, operational or other staff or employees or agents of the Carrier or in any other manner.

(c) If requested by the Consignor at or before receipt by the Carrier of the goods for carriage and upon payment of the appropriate premium, the Carrier will arrange such insurance on behalf of the Consignor.

20. No time is fixed for the completion of transportation under the air waybill and the Carrier may substitute alternative Carrier.

21. The Consignor shall guarantee payment of collection charges and advances.

22. Actions must be brought before the Courts of appropriate jurisdiction in the City of Bombay.

23. As used in the air waybill, precious freight include all varieties of valuable (including bullion) the value of which exceeds Rs. 666/- per Kilogram.

24. Subject to the provisions of Regulation 19 insofar as any liability may be imposed by the applicable law on the Carrier:—

(i) in the case of damage, the person entitled to delivery must complain to the Carrier forthwith after the discovery of the damage, and, at the latest within three days from the date of receipt in the

case of luggage and seven days from the date of receipt in the case of goods. In the case of delay the complaint must be made at the latest within fourteen days from the date on which the luggage or goods have been placed at his disposal;

- (ii) every complaint must be made in writing upon the document of carriage or by separate notice in writing despatched within the times aforesaid;
- (iii) failing complaint within the times aforesaid, no action shall lie against the Carrier.

25. No agent or employee of the Carrier has authority to alter, modify or waive in any manner any of the provisions contained herein.

In exercise of the powers conferred by Sub-section (1) and clause (e) of Sub-section (2) of Section 45 of the Air Corporation Act, 1953 (27 of 1953), the Air-India International, with the previous approval of the Central Government, hereby makes the following further amendment in the Air India International Corporation (Grant of Refund and Concessional Transportation) Regulations, 1956 namely:—

In the said regulations for regulation 4 the following regulation shall be substituted, namely:—

"4. Issue of concessional passes—The Corporation may grant transportation free of charge or at reduced, rebated or concessional rates to any person, baggage or goods on its air transport services, whether wholly within or outside India or partly within and partly outside India, if in the opinion of the Chairman or the General Manager of the Corporation, such grant is likely to promote good will or be otherwise beneficial to its business or interests:

Provided that where such grant purports to be under the rules, regulations or resolutions of the I.A.T.A. for the time being in force, it shall always be in accordance with such rules, regulations or resolutions, as the case may be, which having been duly submitted to the Government or other authority duly appointed in that behalf by the Government, have not been specifically disapproved by the Government or such other authority.

B. R. PATEL
General Manager
Air-India International

STATE BANK OF HYDERABAD

NOTIFICATION

Hyderabad, the 8th April 1959

No. SBH/GI/1959/2—The following notification is hereby issued:—

"A Branch of the State Bank of Hyderabad has been opened at Mominabad (Bhir District, Bombay State) on Monday, the 6th April 1959 with Shri S. N. Bajpai as Manager.

With effect from 7th April 1959, the Branch has taken over the Currency Chest from the Local Sub-Treasury and is conducting Government Business as from that date."

BALWANT SINGH
Managing Director

LOST

The Government Promissory Note No. MS 022858 of the 3 per cent loan of 1953—55 for Rs. 200.00 originally standing in the name of the Imperial Bank of India, and last endorsed to Tharugu Bojjiah (deceased) the proprietor, by whom it was never endorsed, to another person, having been lost, notice is hereby given that the payment of the above Note and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, Madras and that application is about to be made for payment of the discharge value in favour of the legal heirs of the deceased holder. The public are cautioned against purchasing or otherwise dealing with the above mentioned security.

Name of the Advertiser—The Collector of Chittoor.

Residence—Chittoor.

BASHEER AHMED TAHIR
Collector

CHANGE OF NAME

I, K. DAVID THEODORE, office of the Accountant General, Madras, shall henceforth be known as, K. SUBRAMANIAN.

Madras, the 18th April 1959

CHANGE OF NAME

I, Ram Chandra Gonra, have changed my Surname from "Gonra" to "Roy" by an affidavit.

CHANGE OF NAME

I hereby declare that my name is "PRAVASH KUMAR GHOSH" as per affidavit No. 2142 on 12th March 1959 and not PROVAT KUMAR GHOSH as note in the official records of India Govt. Mint, Alipore, Calcutta 27.

CHANGE OF NAME

As per affidavit on 11-2-59, I do hereby declare that my name is Mahangi Rajbhar and not Mangroo Ram as noted in the official records of I.G. Mint, Alipore, Calcutta-27.

CHANGE OF NAME

I, Radhey Shyam Dikshit heretofore called and known by the name of Radhey Shyam hereby given notice that by a deed poll dated 14th March 1959 registered in the Registry Office, Shahjahanpur on 14th March 1959. I abandoned the said name of Radhey Shyam and adopted the name of Radhey Shyam Dikshit.

CHANGE OF NAME

Present name—Popat Bandu Gaikwad,
At:—Jeur Kumbhari;
P.O.:—Kopargaon;
Dist:—Ahemednagar.

Change of name desired—Pramod Bandu Gaikwad.

CHANGE OF NAME

It is hereby notified that the undersigned has changed his name from Basant Lal to Basant Lal Arora.

BASANT LAL ARORA

CHANGE OF NAME

I hereby notify that for and on behalf of my self and my wife and children and remoter issue wholly renounce, relinquish and abandon the use of my former name of "PURUSHOTTAM BAPOO RAO" only and in place thereof do assume from the date hereof the name of "P. B. JOSHI (PURUSHOTTAM BAPOO RAO JOSHI).

CHANGE OF NAME

I, S. A. Anwar Basha, Typist, C.S.T.F.'s Office, S. Rly., Madras, shall henceforth be known as "S. A. Posha".

CHANGE OF NAME

I, R. NAGARATHNA (s/o V. Ramalingachar) working as a clerk in the D.P.O.'s office, Southern Rly., Mysore, hereby change my name as R. N. RATHAN.

CHANGE OF NAME

I, Bhagat Ram S/o Nanak Chand 553 Gorakhpur, Jubbulpore (M.P.), assumed the Surname of "SHARMA" instead of "KESAR" with effect from 1st February 1959.

BHAGAT RAM SHARMA

T. N. 305, Armouer
506, Army Base Workshops

CHANGE OF NAME

I, Sri Haralal Mazumdar, Khalasi, T. No. 15164/15, Workshop South Eastern Railway, Kharagpur, hereby changed my name and will be known henceforth as Sri Jogesh Chandra Mazumdar with effect from 20th November 1958.

CHANGE OF NAME

1, Rudraiah, Hamal Southern Rlys. Tumkur EMT 1090, son of Sri Venkataiah hereunto known and called by my former surname Rudraiah do hereby declare that I may be known and called by new surname V. Govindaiah for all purposes, both official and private by all.

I have affixed my signature this day the 8th April 1959 to the effect that I shall be known and called only by my surname V. Govindaiah by all hereafter.

V. GOVINDAIH

CHANGE OF NAME

Consequent upon marriage my name is changed from *Kumari Mona Pimento* to *Shrimati Mona Pimenta*.

CHANGE OF NAME

Old Name—J. Daniyal.

New Name—Ishwarlal Gangaramji Khandelwal.

CHANGE OF NAME

My title "Jugal Kishore Kumar" being erroneously recorded in service record as "Jugal Kishore Cowar" at the time of appointment, be it known to all concerned that henceforth I shall be known as "Jugal Kishore Kumar" in all future records.

CHANGE OF NAME

It is hereby notified that the undersigned has changed his name from Laxman Babu Adve to Laxman Babu Naik (Inamdar).

L. B. ADVE

CHANGE OF NAME

My old name Ramanlal Makanji Surti which I want to change Ramanlal Makanji Bulsara.

CHANGE OF NAME

I, B. S. Gangadharaiyah, T. No. 2797 s/skilled of wagon shop ews Myss desire to change my initial from B. S. Gangadharaiyah to J. Gandadharaiyah of my own free will and oblige.

CHANGE OF NAME

I, Satya Pal Manohar Lal Gupta (S.P.M.L. Gupta) son of Shri Manohar Lal Gupta, 71, Ram Nagar, New Delhi, now employed as Special Class Railway Apprentice on Eastern Railway, have changed my name to Satya Pal Gupta (S. P. Gupta).

STATE BANK OF INDIA**NOTICE**

The following change in the Bank's staff is hereby notified:—

Sri S. R. Mundkur to be Sub-Agent, Colombo Branch, as from the close of business on the 4th March 1959 vice Sri S. Rajagopal.

The 7th April 1959

R. N. CHETTU JR.
Dy. Secretary and Treasurer (Offg.)

NOTICE

The India Associated Corporation Private Ltd.
(In Liquidation)

Notice is hereby given that the meeting of the creditors and contributors of the above company shall be held in pursuance of section 509 of the Companies Act, 1956 at 4, Faiz Bazar, Darya Ganj, Delhi on 30th June 1959 at 1 P.M. for the purpose of laying before the meeting the accounts of the winding up and giving explanation thereof.

Dated 22nd May 1959.

NAND GOPAL GUPTA
Chartered Accountant
Liquidator

NOTICE TO CREDITORS

Estate: ARTHUR JOHN THOM, deceased

Pursuant to Section 360 of Act XXXIX of 1925 and 42 of Act XXVIII of 1866 all persons having claims against the Estate of the abovenamed deceased of Melville Street, Pollockshields, Glasgow Scotland who died at Glasgow on the 28th July, 1954, are hereby required to send full particulars of their claims to Sri Adwaita Nath Sil of 5 & 7, Netaji Subhas Road, Calcutta, the Administrator to the above estate on or before 22nd June, 1959 after which date the said Administrator will proceed to distribute the assets of the above estate without regard to any claims except those of which any notice shall then have been received.

Dated Calcutta the 27th day of May 1959.

SANDERSONS & MORGANS
Solicitors for the said Administrator
5 & 7, Netaji Subhas Road, Calcutta